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7 Attorney for Defendants
8 RESURGENT CAPITAL SERVICES, LP;
9 ALEGIS GROUP, LLC; and LVNV
10 FUNDING, LLC,

11 UNITED STATES DISTRICT COURT
12 NORTHERN DISTRICT OF CALIFORNIA

13 IMAN HATAMI,

14 Plaintiff,

15 v.

16 RESURGENT CAPITAL SERVICES,
17 LP; ALEGIS GROUP, LLC; and
18 LVNV FUNDING, LLC,

19 Defendants.

Case No. C08-02453RS

**ANSWER OF DEFENDANT ALEGIS
GROUP, LLC TO PLAINTIFF'S
COMPLAINT**

Complaint Filed: May 13, 2008

Trial Date: None set

20 TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL PARTIES AND THEIR
21 ATTORNEYS OF RECORD:

22 Defendant Alegis Group, LLC ("AGLLC"), as and for its Answer to the Complaint of
23 Iman Hatami ("Plaintiffs") in the above-entitled matter, denies each and every allegation
24 contained therein, unless otherwise admitted or qualified herein.

25 I.

26 RESPONSES TO PLAINTIFF'S ALLEGATIONS

27 1. In response to Paragraph 1 of Plaintiff's Complaint, AGLLC admits that Plaintiff
28 has brought this action alleging violations of the Fair Debt Collection Practices Act, 15 U.S.C. §
1692 *et seq.* ("FDCPA") and the Rosenthal Fair Debt Collection Practices Act, Cal. Civ. Code §
1788 *et seq.* ("RFDCPA"), but denies that it violated any law.

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2. In response to Paragraph 2 of Plaintiff's Complaint, AGLLC admits that the referenced statutes reference jurisdiction, but denies that jurisdiction is appropriate as it has violated no law. AGLLC further denies that declaratory relief is available to Plaintiff.

3. In response to Paragraph 3 of Plaintiff's Complaint, AGLLC denies all allegations against it. To all other extents, AGLLC has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

4. In response to Paragraph 4 of Plaintiff's Complaint, AGLLC denies all allegations against it. To all other extents, AGLLC has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

5. In response to Paragraph 5 of Plaintiff's Complaint, AGLLC denies all allegations against it. To all other extents, AGLLC has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

6. In response to Paragraph 6 of Plaintiff's Complaint, AGLLC has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

7. In response to Paragraph 7 of Plaintiff's Complaint, AGLLC states that said paragraph makes no allegations against it and therefore no response is required by AGLLC. To the extent a response is required, AGLLC has insufficient information and knowledge to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his strictest burden of proof.

8. In response to Paragraph 8 of Plaintiff's Complaint, AGLLC, with the exception of the address listed in regard to service upon it, denies all allegations.

9. In response to Paragraph 9 of Plaintiff's Complaint, AGLLC states that said paragraph makes no allegations against it and therefore no response is required by AGLLC. To the extent a response is required, AGLLC has insufficient information and knowledge to admit

1 or deny the allegations set forth therein and therefore denies the same and puts Plaintiff to his
2 strictest burden of proof.

3 10. In response to Paragraph 10 of Plaintiff's Complaint, AGLLC denies all
4 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
5 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
6 to his strictest burden of proof.

7 11. In response to Paragraph 11 of Plaintiff's Complaint, AGLLC has insufficient
8 information and knowledge to either admit or deny the allegations set forth therein and therefore
9 denies the same and puts Plaintiff to his strictest burden of proof.

10 12. In response to Paragraph 12 of Plaintiff's Complaint, AGLLC denies all
11 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
12 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
13 to his strictest burden of proof.

14 13. In response to Paragraph 13 of Plaintiff's Complaint, AGLLC denies all
15 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
16 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
17 to his strictest burden of proof.

18 14. In response to Paragraph 14 of Plaintiff's Complaint, AGLLC states that the date
19 on Exhibit 1 is May 14, 2007. AGLLC denies that the letter sought to collect any amount.

20 15. In response to Paragraph 15 of Plaintiff's Complaint, AGLLC denies all
21 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
22 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
23 to his strictest burden of proof.

24 16. In response to Paragraph 16 of Plaintiff's Complaint, AGLLC has insufficient
25 information and knowledge to either admit or deny the allegations set forth therein and therefore
26 denies the same and puts Plaintiff to his strictest burden of proof.

27 17. In response to Paragraph 17 of Plaintiff's Complaint, AGLLC denies all
28 allegations against it. To all other extents, AGLLC has insufficient information and knowledge

1 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
2 to his strictest burden of proof.

3 18. In response to Paragraph 18 of Plaintiff's Complaint, AGLLC denies all
4 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
5 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
6 to his strictest burden of proof.

7 19. In response to Paragraph 19 of Plaintiff's Complaint, AGLLC denies all
8 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
9 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
10 to his strictest burden of proof.

11 20. In response to Paragraph 20 of Plaintiff's Complaint, AGLLC states that the date
12 on Exhibit 2 is May 17, 2007. AGLLC denies that the letter sought to collect any amount.

13 21. In response to Paragraph 21 of Plaintiff's Complaint, AGLLC has insufficient
14 information and knowledge to either admit or deny the allegations set forth therein and therefore
15 denies the same and puts Plaintiff to his strictest burden of proof.

16 22. In response to Paragraph 22 of Plaintiff's Complaint, AGLLC denies all
17 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
18 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
19 to his strictest burden of proof.

20 23. In response to Paragraph 23 of Plaintiff's Complaint, AGLLC has insufficient
21 information and knowledge to either admit or deny the allegations set forth therein and therefore
22 denies the same and puts Plaintiff to his strictest burden of proof.

23 24. In response to Paragraph 24 of Plaintiff's Complaint, AGLLC denies all
24 allegations pertaining to it. To all other extents, AGLLC has insufficient information and
25 knowledge to admit or deny the allegations set forth therein and therefore denies the same and
26 puts Plaintiff to his strictest burden of proof.

27 25. In response to Paragraph 25 of Plaintiff's Complaint, AGLLC has insufficient
28 information and knowledge to either admit or deny the allegations set forth therein and therefore

1 denies the same and puts Plaintiff to his strictest burden of proof.

2 26. In response to Paragraph 26 of Plaintiff's Complaint, AGLLC denies all
3 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
4 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
5 to his strictest burden of proof. AGLLC further states that there is no indication that the Exhibit
6 3 was ever mailed to it, indicative of bad faith by Plaintiff.

7 27. In response to Paragraph 27 of Plaintiff's Complaint, AGLLC has insufficient
8 information and knowledge to either admit or deny the allegations set forth therein and therefore
9 denies the same and puts Plaintiff to his strictest burden of proof.

10 28. In response to Paragraph 28 of Plaintiff's Complaint, AGLLC denies all
11 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
12 to either admit or deny the allegations set forth therein and therefore denies the same and puts
13 Plaintiff to his strictest burden of proof.

14 29. In response to Paragraph 29 of Plaintiff's Complaint, AGLLC denies all
15 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
16 to either admit or deny the allegations set forth therein and therefore denies the same and puts
17 Plaintiff to his strictest burden of proof.

18 30. In response to Paragraph 30 of Plaintiff's Complaint, AGLLC denies all
19 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
20 to either admit or deny the allegations set forth therein and therefore denies the same and puts
21 Plaintiff to his strictest burden of proof.

22 31. In response to Paragraph 31 of Plaintiff's Complaint, AGLLC denies all
23 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
24 to either admit or deny the allegations set forth therein and therefore denies the same and puts
25 Plaintiff to his strictest burden of proof.

26 32. In response to Paragraph 32 of Plaintiff's Complaint, AGLLC states that the date
27 on Exhibit 5 is October 25, 2007. AGLLC denies that the letter sought to collect any amount.
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1 33. In response to Paragraph 33 of Plaintiff's Complaint, AGLLC has insufficient
2 information and knowledge to either admit or deny the allegations set forth therein and therefore
3 denies the same and puts Plaintiff to his strictest burden of proof.

4 34. In response to Paragraph 34 of Plaintiff's Complaint, AGLLC denies all
5 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
6 to either admit or deny the allegations set forth therein and therefore denies the same and puts
7 Plaintiff to his strictest burden of proof.

8 35. In response to Paragraph 35 of Plaintiff's Complaint, AGLLC has insufficient
9 information and knowledge to either admit or deny the allegations set forth therein and therefore
10 denies the same and puts Plaintiff to his strictest burden of proof.

11 36. In response to Paragraph 36 of Plaintiff's Complaint, AGLLC denies all
12 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
13 to either admit or deny the allegations set forth therein and therefore denies the same and puts
14 Plaintiff to his strictest burden of proof.

15 37. In response to Paragraph 37 of Plaintiff's Complaint, AGLLC admits that Plaintiff
16 brings this matter alleging violations of the FDCPA, but denies that it violated any law.

17 38. In response to Paragraph 38 of Plaintiff's Complaint, AGLLC adopts by reference
18 paragraphs 1 through 37 of this Answer.

19 39. In response to Paragraph 39 of Plaintiff's Complaint, AGLLC has insufficient
20 information and knowledge to either admit or deny the allegations set forth therein and therefore
21 denies the same and puts Plaintiff to his strictest burden of proof.

22 40. In response to Paragraph 40 of Plaintiff's Complaint, AGLLC has insufficient
23 information and knowledge to either admit or deny the allegations set forth therein and therefore
24 denies the same and puts Plaintiff to his strictest burden of proof.

25 41. In response to Paragraph 41 of Plaintiff's Complaint, AGLLC denies all
26 allegations against it.

27 42. In response to Paragraph 42 of Plaintiff's Complaint, AGLLC has insufficient
28 information and knowledge to either admit or deny the allegations set forth therein and therefore

1 denies the same and puts Plaintiff to his strictest burden of proof.

2 43. In response to Paragraph 43 of Plaintiff's Complaint, AGLLC has insufficient
3 information and knowledge to either admit or deny the allegations set forth therein and therefore
4 denies the same and puts Plaintiff to his strictest burden of proof.

5 44. In response to Paragraph 44 of Plaintiff's Complaint, and all its subparts, AGLLC
6 denies all allegations against it. To all other extents, AGLLC has insufficient information and
7 knowledge to admit or deny the allegations set forth therein and therefore denies the same and
8 puts Plaintiff to his strictest burden of proof.

9 45. In response to Paragraph 45 of Plaintiff's Complaint, AGLLC denies all
10 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
11 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
12 to his strictest burden of proof.

13 46. In response to Paragraph 46 of Plaintiff's Complaint, AGLLC denies all
14 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
15 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
16 to his strictest burden of proof.

17 47. In response to Paragraph 47 of Plaintiff's Complaint, AGLLC admits that Plaintiff
18 brings this matter alleging violations of the RFDCPA, but denies that it violated any law.

19 48. In response to Paragraph 48 of Plaintiff's Complaint, AGLLC adopts by reference
20 paragraphs 1 through 47 of this Answer.

21 49. In response to Paragraph 49 of Plaintiff's Complaint, AGLLC has insufficient
22 information and knowledge to either admit or deny the allegations set forth therein and therefore
23 denies the same and puts Plaintiff to his strictest burden of proof.

24 50. In response to Paragraph 50 of Plaintiff's Complaint, AGLLC has insufficient
25 information and knowledge to either admit or deny the allegations set forth therein and therefore
26 denies the same and puts Plaintiff to his strictest burden of proof.

27 51. In response to Paragraph 51 of Plaintiff's Complaint, AGLLC denies all
28 allegations against it. In response to Paragraph 51 of Plaintiff's Complaint, AGLLC has

1 insufficient information and knowledge to either admit or deny the allegations set forth therein
2 and therefore denies the same and puts Plaintiff to his strictest burden of proof.

3 52. In response to Paragraph 52 of Plaintiff's Complaint, AGLLC has insufficient
4 information and knowledge to either admit or deny the allegations set forth therein and therefore
5 denies the same and puts Plaintiff to his strictest burden of proof.

6 53. In response to Paragraph 53 of Plaintiff's Complaint, AGLLC has insufficient
7 information and knowledge to either admit or deny the allegations set forth therein and therefore
8 denies the same and puts Plaintiff to his strictest burden of proof.

9 54. In response to Paragraph 54 of Plaintiff's Complaint, and all its subparts, AGLLC
10 denies all allegations against it. To all other extents, AGLLC has insufficient information and
11 knowledge to admit or deny the allegations set forth therein and therefore denies the same and
12 puts Plaintiff to his strictest burden of proof.

13 55. In response to Paragraph 55 of Plaintiff's Complaint, AGLLC denies all
14 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
15 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
16 to his strictest burden of proof.

17 56. In response to Paragraph 56 of Plaintiff's Complaint, AGLLC denies all
18 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
19 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
20 to his strictest burden of proof.

21 57. In response to Paragraph 57 of Plaintiff's Complaint, AGLLC denies all
22 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
23 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
24 to his strictest burden of proof.

25 58. In response to Paragraph 58 of Plaintiff's Complaint, AGLLC denies all
26 allegations against it. To all other extents, AGLLC has insufficient information and knowledge
27 to admit or deny the allegations set forth therein and therefore denies the same and puts Plaintiff
28 to his strictest burden of proof.

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EIGHTH DEFENSE

Plaintiff's claims are barred by the lack of proximate cause.

NINTH DEFENSE

Plaintiff's claims are barred because Plaintiff failed to mitigate his damages.

TENTH DEFENSE

Plaintiff's claims are barred by his lack of standing.

ELEVENTH DEFENSE

Plaintiff's claims are barred because Plaintiff failed to perform as agreed in breach of their contracts with his underlying creditors.

TWELFTH DEFENSE

Plaintiff's claims are barred by Plaintiff's unclean hands.

THIRTEENTH DEFENSE

Plaintiff's claims are barred by the doctrine of unjust enrichment.

FOURTEENTH DEFENSE

Plaintiff's claims are barred by the doctrine of res judicata/collateral estoppel.

FIFTEENTH DEFENSE

Plaintiff's claims are barred by the defense of in pari delicto.

SIXTEENTH DEFENSE

Upon information and belief, Plaintiff may be contractually obligated to arbitrate any dispute, claim or controversy which arises out of the transaction that is the subject matter of the instant litigation.

SEVENTEENTH DEFENSE

Plaintiff's claims are barred because the statements or acts attributed to AGLLC, if made, were privileged communication by interested parties, without malice, to interested persons who requested the information.

EIGHTEENTH DEFENSE

Any violation of the Fair Debt Collection Practices Act, title 15 of the United States Code sections 1692 *et seq.*, or the Rosenthal Fair Debt Collection Practices Act, California Code

1 sections 1788 *et seq.*, if applicable, was not intentional and was the result of a bona fide error
2 notwithstanding the maintenance of procedures reasonably adapted to avoid such error.

3 NINETEENTH DEFENSE

4 Plaintiff suffered no damage from the alleged violations by AGLLC and therefore is not
5 entitled to any award of damages, attorneys' fees or costs.

6 TWENTIETH DEFENSE

7 AGLLC was not a debt collector as defined under California or federal law, in regard to
8 the instant matter.

9 TWENTY FIRST DEFENSE

10 All of AGLLC's actions have been in accordance with California and federal debt
11 collection practices and consumer credit laws.

12 TWENTY SECOND DEFENSE

13 AGLLC may have additional defenses that cannot be articulated due to Plaintiff's failure
14 to particularize his claims, due to the fact that AGLLC does not have copies of certain
15 documents bearing on Plaintiff's claims and due to Plaintiff's failure to provide more specific
16 information concerning the nature of the damage claims and claims for certain costs which
17 Plaintiff alleges that AGLLC may share some responsibility. AGLLC therefore reserves the
18 right to assert additional defenses upon further particularization of Plaintiff's claims, upon
19 examination of the documents provided, upon discovery of further information concerning the
20 alleged damage claims and claims for costs, and upon the development of other pertinent
21 information.

22 III.

23 PRAYER FOR RELIEF

24 WHEREFORE, Defendant AGLLC prays for an order and judgment of this Court in its
25 favor against Plaintiffs as follows:

- 26 1. Dismissing all causes of action against it with prejudice and on the merits;
27 2. Awarding its reasonable costs and attorneys' fees; and

28 ///

3. Awarding it such other and further relief as the Court deems just and equitable.

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DATED: June 11, 2008

By: /s/ Natalie P. Vance

NATALIE P. VANCE
Attorney for Defendants
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